

|   |   |  |                                 |                              |
|---|---|--|---------------------------------|------------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD</b><br><i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION<br>NO.<br>NNM12ZPS001E  | 2. TYPE OF SOLICITATION<br><input checked="" type="checkbox"/> SEALED BID (IFB)<br><input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE<br>ISSUED<br>11/15/2011 | PAGE OF PAGES<br><br>1 of 76 |
|   | <b>IMPORTANT</b> - The "offer" section on the reverse must be fully completed by offeror. |  |                                 |                              |

|                        |  |                |
|------------------------|--|----------------|
| 4. CONTRACT NO.<br>TBD | 5. REQUISITION/PURCHASE REQUEST NO.<br>TBD | 6. PROJECT NO. |
|------------------------|--|----------------|

|   |  |
|---|--|
| 7. ISSUED BY<br>CODE<br>PS32  | 8. ADDRESS OFFER TO: Same as Block 7   |
| Office of Procurement<br>Attn: PS32/Brian A. Speer/Room 36H, Bldg 4250<br>George C. Marshall Space Flight Center<br>National Aeronautics & Space Administration<br><br>Marshall Space Flight Center, AL 35812 | NOTE 1: BIDDER MUST COMPLETE AND RETURN ONE COPY OF<br>STANDARD FORM 1442, WITH BID SHEET, SECTION K AND BID BOND,<br>CLAUSE 52.223-3. |

|   |                           |   |
|---|---------------------------|---|
| 9. FOR INFORMATION<br>CALL:  | A. NAME<br>Brian A. Speer | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)<br>256-544-3038 |
|---|---------------------------|---|

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):  
Project Title: Demolition of Test Stands 4548/4588, Lab Building 4614, and Test Control Building 4716 at Marshall  
Space Flight Center.

PROJECT DESCRIPTION: The work to be performed under this project consists of providing the labor, equipment, and materials to demolish Test Stands 4548, 4588, Lab 4614, and Building 4716 at the Marshall Space Flight Center, Alabama. All demolition debris will be recycled and/or disposed of in accordance with all applicable environmental regulations. (See Plans, Specifications [CDs] and Bid Schedule for complete Project Description.

BID OPENING WILL BE HELD IN THE BRIEFING ROOM OF THE HUNTSVILLE-MADISON COUNTY, CHAMBER OF COMMERCE, ON DECEMBER 16, 2011 AT 1:30 P.M. LOCAL TIME  
225 Church St, Huntsville, AL 35810; ATTENTION DO NOT MAIL BIDS TO CHAMBER OF COMMERCE.  
FOR DIRECTIONS ONLY CALL TINA LEOPOLD AT (256) 535-2031

**BIDS WILL ONLY BE ACCEPTED AT THE ABOVE LOCATION**

11. The Contractor shall begin performance within 10 calendar days and complete it within **270** calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable (See \_\_\_\_\_.)

|  |                                      |
|--|--------------------------------------|
| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br>(If "YES," indicate within how many calendar days after award in Item 12B.)<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS<br>Prior to Award |
|--|--------------------------------------|

**13. ADDITIONAL SOLICITATION REQUIREMENTS:**

A. Sealed offers in original and NO copies to perform the work required are due at the place specified in Item 10 by 1:30 P.M. (hour) local time on DECEMBER 16, 2011. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

|  |               |   |
|--|---------------|---|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) |               | 15. TELEPHONE NO. (Include area code)                           |
|  |               | 16. REMITTANCE ADDRESS (Include only if different than Item 14) |
| CODE   | FACILITY CODE |   |

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS



SEE ATTACHED BID SCHEDULE

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

|               |  |  |  |  |  |  |  |  |  |
|---------------|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO. |  |  |  |  |  |  |  |  |  |
| DATE          |  |  |  |  |  |  |  |  |  |

|  |                |                 |
|--|----------------|-----------------|
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | 20B. SIGNATURE | 20C. OFFER DATE |
|  |                |                 |

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

|   |  |
|---|--|
| 22. AMOUNT  | 23. ACCOUNTING AND APPROPRIATION DATA  |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN<br>(4 copies unless otherwise specified)  | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO<br><input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )   |
| 26. ADMINISTERED BY<br>Office of Procurement<br>George C. Marshall Space Flight Center<br>National Aeronautics & Space Administration<br>Marshall Space Flight Center, AL 35812 | 27. PAYMENT WILL BE MADE BY<br>NSSC<br>Financial Management Division (FMD)<br>Accounts Payable<br>Bldg 1111, C. Road<br>Stennis Space Center, MS 39529 |

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

|   |           |   |                 |
|---|-----------|---|-----------------|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract. |           | <input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |                 |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)  |           | 31A. NAME OF CONTRACTING OFFICER (Type or print)  |                 |
| 30B. SIGNATURE  | 30C. DATE | 31B. UNITED STATES OF AMERICA<br>BY   | 31C. AWARD DATE |

PROJECT: “Demolition of Test Stands 4548/4588, Lab Building 4614, and Test Control Building 4716 at Marshall Space Flight Center”

DESCRIPTION OF WORK:

The work to be performed under this project consists of providing the labor, equipment, and materials to demolish Test Stands 4548, 4588, Lab 4614, and Building 4716 at the Marshall Space Flight Center, Alabama. All demolition debris will be recycled and/or disposed of in accordance with all applicable environmental regulations. The 4588 and 4548 test stands are co-joined structural steel stands. The work will consist of removing the aboveground structures carefully as not to damage the concrete blockhouse and adjacent buildings that will remain. It will also require the removal of several tanks and turbo pumps from the stands, which will remain the property of NASA, and the rerouting of electrical cables and high pressure piping. Building 4614 is a 3500 square foot concrete block structure with a steel tower and several small out buildings. The work will consist of removing all buildings, the tower, slabs, footings, foundations, and pavement. Building 4716 is a reinforced concrete structure of about 1200 square feet. The work will consist of removing the building, slabs, footings, and foundations.

The Base Bid and alternates are shown in priority order:

| <u>BID ITEM</u> | <u>BID SCHEDULE</u> | <u>AMOUNT</u> |
|-----------------|---------------------|---------------|
|-----------------|---------------------|---------------|

**BASE BID:**

All work as shown on contract drawings FAC-F-4588-X1, -AD1-AD3, -SD1-SD4, -MD1, -ED1, -E1.

\_\_\_\_\_

**ADDITIVE ALTERNATE 1:**

All work as shown on contract drawings FAC-F-4614-X1, -CD1, -AD1-AD4, -AA1, -MD1, -ED1.

\_\_\_\_\_

**ADDITIVE ALTERNATE 2:**

All work as shown on contract drawings FAC-C-4716 -X1, -CD1, -CD2, -AD1, -AD2, -MD1, -ED1.

\_\_\_\_\_

**Notes:****THIS PROJECT IS A SMALL BUSINESS SET ASIDE**

1. All questions pertaining to Drawings and Specifications on NNM12ZPS001E must be submitted no later than 10 calendar days prior to scheduled bid opening.
2. Requests for IFB packages will not be accepted less than ten days prior to bid opening.
3. All prime contractors submitting a bid must have an Experience Modification Rating (EMR) of 1.0 or less. EMR rating shall be submitted with bid.

The subcontractors working under the prime contractors shall have an EMR of 1.1 or less and should be submitted to the Contracting Officer prior to "NOTICE TO PROCEED."

4. **Award of this project is contingent upon the availability of funds. The Government will accept no responsibility for Proposal Cost.**

**SECTION B SUPPLIES OR SERVICES AND PRICES**

**B.1 1852.216-78 Firm-Fixed Price (DEC 1988)**

The total firm fixed price of this contract is \$[*TBD*].

(End of clause)

**END OF SECTION**

**SECTION C DESCRIPTION/SPECIFICATIONS**

**C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide the item or services specified in Section B in accordance with the following:

Specification and Drawings. FWR # 2554388, dated May 20, 2011, See Section J.

(End of clause)

**END OF SECTION**

**SECTION D PACKAGING AND MARKING**

This Section not used.

**END OF SECTION**

**SECTION E INSPECTION AND ACCEPTANCE****E.1 52.246-12 Inspection of Construction (AUG 1996)****E.2 52.246-11 Higher-Level Contract Quality Requirements (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

|     | Title                    | Number                   | Date                     | Tailoring                |
|-----|--------------------------|--------------------------|--------------------------|--------------------------|
|     | Specification            | MSFC                     | 01400                    |                          |
| ___ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ___ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ___ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

(End of clause)

**E.3 1852.246-71 Government Contract Quality assurance Functions (OCT 1988)**

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

| Item | QA                    | Location           |
|------|-----------------------|--------------------|
| 1.   | In-Process Inspection | Project Site, MSFC |
| 2.   | Final Inspection      | Project Site, MSFC |

(End of clause)

**END OF SECTION**



**SECTION F DELIVERIES OR PERFORMANCE****F.1 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 270 calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

**F.2 MSFC 52.237-91 Place of Performance (FEB 2001)**

The Contractor shall perform the work under this contract at Marshall Space Flight Center (MSFC), and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

**END OF SECTION**

**SECTION G CONTRACT ADMINISTRATION DATA****G.1 1852.232-82 Submission of Request for Progress Payments (MAR 1989)**

The Contractor shall request progress payments in accordance with the Progress Payments clause by submitting to the Contracting Officer an original and two copies of Standard Form (SF) 1443, Contractor's Request for Progress Payment, and the contractor's invoice (if applicable). The Contracting Officer's office is the designated billing office for progress payments for purposes of the Prompt Payment clause.

(End of clause)

**G.2 1852.242-70 Technical Direction (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

### **G.3 1852.245-82 Occupancy Management Requirements (JANUARY 2011)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

### **G.4 1852.245-83 Real Property Management Requirements (JANUARY 2011)**

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract (FAR 52.245-1), the Contractor shall comply with the following in performance of any

maintenance, construction, modification, demolition, or management activities of any Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management.

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

(End of clause)

#### **G.5 MSFC 52.204-90 Contractor Employee Badging and Employment Termination Clearance (AUG. 2010)**

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agency wide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation.

If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked.

If the visitor badge is revoked, the contractor employee may not enter MSFC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed Contracting Officer Technical Representative (COTR) or the Alternate COTR for approval prior to processing by the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," or MSFC Form 383-3, 'Michoud Assembly Facility (MAF) Contractor Employee Clearance Form', when the access is no longer needed. An electronic PIV Employee Termination Request must also be submitted.

(e) Instruction on how to access the PIV system and request for copies of MSFC Forms 383-1 and 383-3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

## **END OF SECTION**

**SECTION H SPECIAL CONTRACT REQUIREMENTS****H.1 1852.223-75 Major Breach of Safety or Security (FEB 2002)****H.2 52.236-13 Accident Prevention (NOV 1991)****H.3 1852.223-70 Safety and Health (APR 2002)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take

and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

#### **H.4 1852.242-72 Observance of Legal Holidays (AUG 1992)**

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

#### **H.5 1852.243-72 Equitable Adjustments (APR 1998)**

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:



|   | <b>Overhead<br/>(Percent)</b> | <b>Profit<br/>(Percent)</b> | <b>Commission</b> |
|---|-------------------------------|-----------------------------|-------------------|
| To Contractor on work performed by other than its own forces                | 0 percent                     | 0 percent                   | 10 percent        |
| To first tier subcontractor on work performed by its subcontractors         | 0 percent                     | 0 percent                   | 10 percent        |
| To Contractor and/or subcontractors on work performed with their own forces | 10 percent                    | 10 percent                  | 10 percent        |

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

## **H.6 MSFC 52.223-94 Safety Performance Evaluation, Evaluation Criteria, and Performance Recognition (JUN 2011)**

### **SAFETY PERFORMANCE EVALUATION**

**1. CONTRACTOR RESPONSIBILITY.** The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Safety, Health and Environment (SHE) Plan and applicable Data Requirement Documents (DRD) are met. Contractor safety performance evaluation will be based on the MSFC safety and health program elements identified in MPR 8715.1, MSFC Safety, Health and Environmental (SHE) Program. The Contractor shall conduct an annual self-evaluation of their safety and health program based on these criteria. The Contractor shall submit an annual self-evaluation to the Contracting Officer (CO) no later than 30 days after each anniversary of the contract. The CO/Contracting Officer Technical Representative (COTR), in coordination with the MSFC Industrial Safety Branch, will validate the Contractor's self-evaluation.

Annually, the agreed score will be used to assess the Contractor's safety and health performance appropriately—positive or negative.

For the purpose of validating the annual score, the Contractor and the CO/COTR, in coordination with the MSFC Industrial Safety Branch, will reach a mutually agreeable determination based on the metrics reflected in the Attachment 1 of this clause. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety, health and environmental policy or procedures.

**2. EVALUATION CRITERIA.** Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety and health program shown below. Specific criteria are shown on Attachment 1 entitled "Safety & Health Management Implementation Guide and Assessment Matrix." Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

**MSFC SAFETY AND HEALTH CORE PROGRAM REQUIREMENTS**

| <b>(ELEMENT 1)</b>                          | <b>(ELEMENT 3)</b>  |
|---|---|
| <b>Management and Employee Involvement</b>  | <b>Hazard Prevention and Control</b>  |
| Management Commitment                       | Hazard Elimination and Control Process (Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment) |
| Documented Safety Policy and Goals          | Preventative Maintenance for Facility and Equipment   |
| Employee Involvement/Engagement             | Emergency Preparedness and Drills   |
| Safety Committees                           | Emergency Medical Care Program  |
| Safety Meetings                             | Hazard Control Programs   |
| Subcontractor Safety                        | Occupational Health Program   |
| Resources                                   | Tracking Hazard Correction  |
| Accountability                              | Access to Professional Safety Staff   |
| Annual Safety and Health Program Evaluation | Disciplinary Program  |

| <b>(ELEMENT 2)</b>  | <b>(ELEMENT 4)</b>   |
|---|--|
| <b>Worksite Hazard Analysis</b>                                 | <b>Safety and Health Training</b>  |
| Baseline Surveys and Analyses for the Worksite                  | Employee Knowledge of Hazards in the Workplace, Recognize Hazards, Signs and Symptoms of Workplace-Related Illnesses, and Safe Work Procedures |
| Perform Analysis Of New Work and When Significant Changes Occur | Supervisor and Managers Understand Their Safety and Health Responsibilities  |
| Job Hazard Analysis/ Process Review for Routine Jobs            | Training Documentation   |
| Routine Self-Inspections  | Training Curriculum Specific to the Worksite Operations  |
| Hazard Reporting by Employees                                   |  |
| Investigation Of Mishap/Close Calls                             |  |
| Injury/Illness Rates  |  |

### 3. PERFORMANCE RECOGNITION.

In accordance with MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program", Contractor performance that is validated and recognized to have achieved a world-class program within the term of the contract will be recognized with the following:

|  |  |
|--|--|
| <b>Superior Safety Performance level-</b> Annual rating score of $\geq 36$ and a Lost Time Case Rate (LTC) $\leq 50\%$ of the LTC National average for the applicable North American Industry Classification System (NAICS) average. | <i>Plaque Presentation by the Center Director at the Marshall Team Meeting.</i><br><br><i>Appropriate contractor past performance referrals may be provided.</i> |
|--|--|

**Exception:** *Contractors with less than 100 employees located onsite at MSFC and/or MAF.* To be rated at Superior Safety Performance level, the Contractor shall have no lost time injuries during the past year.

The following will result in cases where a Contractor's performance is rated as being below the accepted safety performance level:

|  |   |
|--|---|
| <b>Below Accepted Safety Performance level -</b> Annual rating score of $\leq 16$ or a LTC that is $<10\%$ of the LTC National average for the applicable NAICS average. | Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. <i>Corrective Action Plan requested.</i><br><br><i>Data may be placed in contractor past performance database.</i> |
|--|---|

**Failure to improve could result in contract options not being exercised.**

**Exception:** Contractors with less than 100 employees located onsite at MSFC and/or MAF. *A Below Accepted Safety Performance level will be given to a contractor having more than one lost time injuries during the past year.*

|   |                       |
|---|-----------------------|
| If Contractor's Safety and Health Performance evaluation rating falls within the range ( $>16$ , but $<34$ ) and the Contractor achieves a LTC between $\pm 10\%$ of the LTC National average for the applicable NAICS, the Contractor's performance is recognized as acceptable. | <i>No recognition</i> |
|---|-----------------------|

**NOTE:** The most current Department of Labor NAICS average, effective at the beginning of the annual evaluation period, will be utilized for LTC evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

#### **4. CONTRACTOR ACCOUNTABILITY FOR MISHAPS.**

The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

#### **5. EVALUATION PROCESS.**

The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2.

The evaluation process will include these steps:

- Contractor to conduct an annual self-assessment of their safety and health program and assign a numerical score to each element (4) using the Safety and Health Management Implementation Guide and Assessment Matrix at Attachment 1.
- Contractor self assessments will address compliance with their approved Safety, Health and Environmental (SHE) Plan and MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."
- Contractor to have their self-assessment validated by CO/COTR and Industrial Safety Branch.
- On an annual basis, the CO will apply incentives/recognition or consequences based on the validated yearly score. The CO will make a determination annually for items requested in paragraph 6 that are not reported. (*Also, see paragraph 7 below.*)
- Contractor will provide their self-assessment as shown in Attachment 2 or an equivalent format.

#### **6. SAFETY METRIC REPORTING.**

The Contractor shall report safety metrics using MSFC Form 4371 to the extent specified in the contract. Refer to MWI 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program."

Service and Support contracts - DRD for Mishap and Safety Statistics Report

Construction contracts - MSFC Technical Specification for Repair and Construction (TSRC), Specs and Techs, or Master Specs.

## **7. FAILURE TO REPORT**

If the Contractor fails to timely and accurately report to the CO, COTR and the MSFC Industrial Safety Branch, pursuant to the requirements of the relevant contract, all the information on all personnel and property mishaps that meet the criteria of NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping", MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program", and the items in paragraph 6 of this clause, the CO may reduce the profit/fee/price/cost otherwise payable under the relevant contract in an amount of up to \$1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

**Safety Performance**  
**Evaluation Summary**

**Evaluation Criteria and Performance Recognition**

**EVALUATION CRITERIA**

- Management Leadership and Employee Involvement (Element 1)
- Worksite Analysis (Element 2)
- Hazard Prevention and Control (Element 3)
- Safety and Health Training (Element 4)

| Score               | $\geq 36$ points<br>(Annual Score)   | $\leq 16$ points<br>(Annual Score)   |
|---------------------|--|--|
| <b>LTC</b>          | $\leq 50\%$ of the LTC National average for the applicable<br>and<br>NAICS<br><br><b>Exception:</b> Contractors with less than 100 employees located onsite at MSFC and/or MAF shall have <u>no</u> lost time injuries during the past year. | $>$ than 10% of the LTC National average for the applicable<br>or<br>NAICS<br><br><b>Exception:</b> Contractors with less than 100 employees located onsite at MSFC and/or MAF. A Below Accepted Safety Performance level rating will be given when <u>more than one</u> lost time injuries are reported during the past year. |
| <b>Grade Levels</b> | <b>Superior Safety Performance</b>   | <b>Below Accepted Safety Performance</b>   |
| Recognition         | Plaque Presentation by the Center Director at the Marshall Team Meeting. Appropriate contractor past performance referrals may be provided.  | Formal letter from S&MA Director and the Director of the Office of Procurement expressing concern. Corrective Action Plan requested. <b>Failure to improve could result in Contract Options not being exercised.</b>   |

**NOTE:** If the Contractor's safety performance evaluation does not fall within one of the above categories, no recognition will be provided and possible follow-up by the MSFC Industrial Safety Office.

- Reductions in profit/fee/price/cost payable
  - Failure to timely and accurately report information on all personnel and property mishaps that meet the criteria of NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping", MWI 8621.1, "Mishap and Close Call Reporting and Investigation Program" and the items in paragraph 6 of this clause may result in a reduction in the profit/fee/price/cost otherwise payable under this contract in an amount of up to \$1,000 for each occurrence of failure to report. Any reduction amount shall be determined by and left to the sole discretion of the CO. This reduction does not apply to award fee type contracts where the award fee payable is based on the award fee criteria and is determined by the Fee Determination Official.

## ATTACHMENT I

## Safety and Health Management Implementation Guide and Assessment Matrix

| Score | Management Leadership and Involvement (Element 1)  |   | Worksite Analysis (Element 2)   | Hazard Prevention and Control (Element 3)  | Safety and Health Training (Element 4)  |
|-------|--|---|---|--|---|
|       | <b>A. Management</b>   | <b>B. Employee</b>  |   |  |   |
| 10    | Benchmarking indicates "Best in Class." In areas of visible management leadership, responsibility/accountability, meaningful metrics, and incentive/recognition systems. | Employees fully involved, safety committees functioning well, is a complete behavior process functioning at least one year, employees involved in process planning and risk assessment. | All sub-elements fully in place and functioning well for at least one year.   | All programs and sub-elements fully functioning for one year, strong professional support.                     | All training processes functioning, all levels of personnel trained to identified needs, management training ongoing.                                 |
| 9     | All sub-elements are in place and functioning well, but have as yet to reach full maturity.  | All processes functioning but for limited time, employees involved to great extent.   | All sub-elements in place, employees actively participating.  | All programs and sub-elements in place and functioning.  | All training processes established, management initial training complete.   |
| 8     | One sub-element not fully in place but all are being implemented.  | Most processes in place, employee involvement growing.  | All sub-elements functioning, employee participation growing.   | At least five sub-elements functioning and one in final stage of implementation.                               | Most personnel trained to identified needs, training recordkeeping and recall system functioning.   |
| 7     | Two sub-elements not fully implemented. Implementation in process on all elements. Employee participation and commitment widespread.                                     | Process activities expanding through organization. Committees and teams functioning.  | At least five sub-elements functioning and remainder established.   | At least four sub-elements functioning, remaining two developing.  | Management and supervisor training in process specialized training in process.  |
| 6     | All sub-elements in process or in place. Strong management leadership and commitment have begun, metric systems in place, resourcing appropriate.                        | Employee representatives functioning, joint committees assessment and accident investigation.   | At least four sub-elements functioning and remaining three in process, employee participation beginning to spread through organization. | Medical and safety programs strengthening, emergency preparedness program established and exercised.           | Management training in process developed, supervisor training developed, training recordkeeping and recall system developed.                          |
| 5     | Management commitment and leadership accepted by workers, worker participation and commitment begun, metric system.  | Employee representatives appointed/elected, committees beginning to perform functions (investigation, analysis, process improvement).   | All sub-elements established, employees beginning to participate.   | Rules written, medical and safety programs developing Personal Protective Equipment adequate.                  | Training template completed for all personnel, training needs identified, process development begun, recordkeeping and recall system being developed. |
| 4     | Management commitment and leadership flowing down to workers, metric systems being developed, incentive/recognition system in process.                                   | All processes being established, involvement and awareness enhancement growing.   | At least five sub-elements initiated including self-assessment, hazard reporting, and mishap close call investigations.                 | Rules in process, emergency preparedness program being developed.  | Training development in process, specialized training established, mandatory training in process  |
| 3     | Generally good management commitment and leadership, implementation plans approved for all elements.   | All process needs identified, awareness and involvement enhancement activities begun.   | Job Hazard analysis established, investigations strengthened and include employees.   | Medical program initiated safety and health program initiated.   | Training needs evaluation complete, training templates in process, recordkeeping and recall system needs to be established.                           |
| 2     | Management exhibits some aspects of leadership, accountability systems not well defined, employee participation framework defined, limited metrics.                      | Committees established, little activity, employee involvement beginning, awareness of process started.  | Plans established to implement all sub-elements, at least two sub-elements beginning to function.                                       | Personal protective equipment requirements established and being enforced, plans developed for other elements. | Training needs evaluation begun, training template forms developed.   |
| 1     | Sub-elements have not been established to any significant extent, management leadership is lacking, little or no employee participation.                                 | No committees, little or no employee involvement, no process, little process planning.  | Two or fewer sub-elements established, no self-inspection, shallow accident investigation process.                                      | Few or no programs or sub-elements established, few written rules, limited enforcement.                        | Training needs not established, no management training, limited or no supervisor training.  |

[END OF ATTACHMENT I]



## ATTACHMENT 2

## Safety and Health Performance Self-Evaluation

Contractors shall conduct an annual self-evaluation of their safety and health program based on the applicable elements and sub-elements of the MSFC safety, health and environmental (SHE) program as listed below. Specific criteria are shown on ATTACHMENT 1 entitled "Safety Health Management Implementation Guide and Assessment Matrix." Element 1 has a management and employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point. The score for each element should be shown below along with explanatory comments for each element.

| (ELEMENT 1)                                 | (ELEMENT 3)  |
|---|--|
| <b>Management and Employee Involvement</b>  | <b>Hazard Prevention and Control</b>   |
| Management Commitment                       | Hazard Elimination and Control Process<br>(Engineering/Administrative/Safety Devices/Work Practices/Personal Protective Equipment) |
| Documented Safety Policy and Goals          | Preventative Maintenance for Facility and Equipment  |
| Employee Involvement/Engagement             | Emergency Preparedness and Drills  |
| Safety Committees                           | Emergency Medical Care Program   |
| Safety Meetings                             | Hazard Control Programs  |
| Subcontractor Safety                        | Occupational Health Program  |
| Resources                                   | Tracking Hazard Correction   |
| Accountability                              | Access to Professional Safety Staff  |
| Annual Safety and Health Program Evaluation | Disciplinary Program   |

| (ELEMENT 2)   | (ELEMENT 4)  |
|---|--|
| <b>Worksite Hazard Analysis</b>                                 | <b>Safety and Health Training</b>  |
| Baseline Surveys and Analyses For The Worksite                  | Employee Knowledge Of Hazards In The Workplace, Recognize Hazards, Signs and Symptoms Of Workplace-Related Illnesses, and Safe Work Procedures |
| Perform Analysis Of New Work and When Significant Changes Occur | Supervisor and Managers Understand Their Safety and Health Responsibilities  |
| Job Hazard Analysis/ Process Review For Routine Jobs            | Training Documentation   |
| Routine Self-Inspections  | Training Curriculum Specific To The Worksite Operations  |
| Hazard Reporting By Employees                                   |  |
| Investigation Of Mishap/Close Calls                             |  |
| Injury/Illness Rates  |  |

Contractor: \_\_\_\_\_ Contract #: \_\_\_\_\_ Date of Evaluation Period: \_\_\_\_\_  
 Name of Person Verifying: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

---

**Element 1:**  
 Management Commitment: \_\_\_\_\_ Employee Involvement: \_\_\_\_\_ Combined Average: \_\_\_\_\_

Comments:

**Element 2:**  
 Worksite Analysis: \_\_\_\_\_

Comments:

**Element 3:**  
 Hazard Prevention and Control: \_\_\_\_\_

Comments:

**Element 4:**  
 Safety and Health Training: \_\_\_\_\_

Comments:

**Total Score:** \_\_\_\_\_

Comments/ Validation By:

Comments:

Contracting Officer:

Comments:

COIR:

Comments:

Representative/S&MA Office:

Comments:

[End of Attachment 2

(End of Clause)

**H.7 Submission of Invoices**

Invoices are to be prepared by the Contractor in accordance with contract clauses 52.232-5 entitled "Payments under Fixed-Price Construction Contracts" and 52.232-27 entitled "Prompt Payment for Construction Contracts," and submitted in two (2) copies to the cognizant Contracting Officer's Technical Representative (COTR), address as follows:

Marshall Space Flight Center  
AD23, Construction Branch  
Marshall Space Flight Center, AL 35812

(End of clause)

**H.8 Subcontracting**

(a) In the event the Contractor desires to have subcontractors perform any portion of the work covered by this contract, the Contractor is hereby required to comply with the requirements of FAR Clause 52.222-11, entitled "Subcontracts (Labor Standards)."

(b) The Contractor shall also submit, prior to the start of any field work by a subcontractor, evidence of the subcontractor's compliance with the insurance requirements as set forth in this contract.

(c) Failure of the Contractor to comply with these requirements shall be cause for the Government to bar the subcontractors, singly or collectively, from access to the site of the work, or stop the work from being performed by such subcontractors, singly or collectively, until the requirements of this Clause have been complied with. Such stoppage of work shall not be considered cause for equitable adjustment for time or money under the applicable clauses of the contract.

(End of clause)

**H.9 Notification for Onsite Work**

The Contractor shall notify the Government Contracting Officer's Technical Representative (COTR) or his designated construction representative when performing any onsite work. Further, the Contractor shall notify the Government COTR when any subcontractor is onsite. If the work involves multiple work locations, the Contractor shall notify the COTR or his representative when a change in work site is required.

(End of clause)

**H.10 MSFC 52.223-91 Hazardous Material Reporting (AUG 2005)**

(a) If during the performance of this contract, the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of

Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, "Chemical Management." The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with clauses regarding hazardous materials, which may be contained in the order.

(End of clause)

## **H. 11 Applicable MSFC Regulations, Other Laws and Regulations**

The Contractor and all its employees engaged in the performance of work under this contract shall observe and comply with all rules and regulations prescribed by the authorities at Marshall Space Flight Center and shall strictly comply with fire, safety, sanitation and security regulations. In addition, the Contractor shall obey and abide by and comply with Social Security, Workmen's Compensation and Unemployment Laws of the State as shall be applicable to the work hereunder and the Contractor shall obey and comply with all other Legislation, State and Federal Laws.

(End of clause)

## **H.12 Hours of Work**

Normal duty hours during which work may be performed are from 7:00 a.m. to 5:00 p.m., Monday through Friday. If the Contractor desires to work outside of the normal duty hours or on Saturdays, Sundays, or holidays, he shall request approval from the Contracting Officer, and allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress.

(End of clause)

## **H.13 Fire Prevention and Protection**

The Contractor shall comply with all fire prevention measures prescribed in the installation regulations, MWI 8715.11A, a copy of which is on file in the office of the Contracting Officer.

Permission shall be obtained from the installation fire chief for use of open flame devices, such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment, in, on or within 25 feet of buildings.

The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention

measures prescribed by terms of this contract.

(End of clause)

#### **H.14 Accidents**

In the event of an industrial type onsite accident resulting in the serious or fatal injury to a Contractor employee or employees, the following procedures shall be followed:

- (a) Notify by quickest means possible the Medical Ambulance Service and Medical Team (Telephone 911 or cellular phone 544-4357. For non-emergency 544-2390)
- (b) Notify the Safety Office (Telephone 544-0046).
- (c) Advise the Contracting Officer's Technical Representative (Telephone 544-8947).

All provisions of MWI 8621.1A, Chapter entitled "Close Call and Mishap Reporting, and Investigation Program" shall be complied with in order that necessary follow-up action can be accomplished.

(End of clause)

#### **H.15 Injury Reporting**

##### **a. Mishaps and Close Calls:**

1. Type A or B mishaps only: Immediate telephone notification (256-544-0046)
2. Type A, B and C mishaps (**applicable to onsite contractors only**): Flash Report within 1 hour of knowledge on MSFC Form 4370, submitted either electronically (at [https://msfcma3.msfc.nasa.gov/s&ma\\_01/mishap/index.htm](https://msfcma3.msfc.nasa.gov/s&ma_01/mishap/index.htm)) or by telephone [Call 256-544-4357 (4-HELP; ask operator to fill out MSFC Form 4370 or Flash Report].
3. All Mishaps (Type A, B, C Incidents and Close Calls): Mishap Report NASA Form 1627 within 6 calendar days of Mishap
4. All Mishaps: Monthly Follow-up Corrective Action Plan/Status as required until closed.
5. Type A, B, and Close Calls with high Type A or B potential: Mishap Board Report after completion of investigation.

b. Safety Statistics (e.g., contract number, subcontractors, SIC/NAIC codes, number of employees, number of supervisors, etc.): submitted on MSFC Form 4371 by the 10<sup>th</sup> of each month following contract award.

(End of clause)

**H.16 Submittals and Samples**

Reference FAR Clause 52.236-21 Specification and Drawings for Construction Contracts (FEB 1997)

(a) Submittals shall be made for all materials where required under various sections of the specifications and for all materials being proposed as substitutes for materials specified on the drawings or in the specifications.

(b) Submittals shall consist of shop drawings, samples, and maintenance data as required in each technical section of the specifications.

(c) Submit a list of all equipment to be furnished including the name of the manufacturer, the model number and other identifying data and information related to performance, capacity, nature and rating.

(d) Samples of all materials proposed for use in this project shall be submitted to the Contracting Officer for approval. Contractor shall not deliver to the job site, nor shall he incorporate any materials into the job which have not been approved by the Contracting Officer or Contracting Officer's Representative.

(e) Submittals and samples shall be furnished to the Contracting Officer's Representative at the following address:

Marshall Space Flight Center  
AS22, Construction Branch  
Marshall Space Flight Center, AL 35812

(End of clause)

**H.17 MSFC 52.223-90 Asbestos Material (JUN 2002)**

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of clause)

**H.18 MSFC 52.236-90 Review of Cost Proposals (FEB 2001)**

During the performance of this contract it may become necessary for a Government designated Contractor to review estimates for time and materials in change order proposals submitted for evaluation. If this is necessary, no proprietary data contained in proposals (such as Overhead, G&A, Profit, and Total Cost) will be made available to any Government designated Contractor for review.

(End of clause)

**H.19 MSFC 52.223-92 Environmental General Clause (AUG 2010)**

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1, "MSFC Environmental Management Policy" and MPR 8500.1, "MSFC Environmental Management Program." MSFC contractors performing on-site activities that could potentially impact the environment shall be responsible for following all established NASA/MSFC environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/MSFC Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/MSFC facilities.

(End of clause)

**H.20 MSFC 52.223-95 Prevention of and Response to Threatening Behavior in the Workplace (AUG 2010)**

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening Behavior in the Workplace".

(End of clause)

**END OF SECTION**



## **SECTION I CONTRACT CLAUSES**

### **I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acqnet.gov.far/>

(End of clause)

### **52.202-1 Definitions (JUL 2004)**

### **52.203-3 Gratuities (APR 1984)**

### **52.203-5 Covenant Against Contingent Fees (APR 1984)**

### **52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)**

### **52.203-7 Anti-Kickback Procedures (OCT 2010)**

### **52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)**

### **52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)**

### **52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)**

### **52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)**

### **52.203-14 Display of Hotline Poster(s) (DEC 2007)**

### **52.204-2 Security Requirements (AUG 1996) - Alternate II (APR 1984)**

### **52.204-4 Printed or Copied Double-Sided on Recycled Paper (MAY 2011)**

### **52.204-7 Central Contractor Registration (APR 2008)**

### **52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**

### **52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)**

### **52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)**

- 52.214-26 Audit and Records - Sealed Bidding. (OCT 2010)**
- 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (AUG 2011)**
- 52.214-28 Subcontractor Certified Cost or Pricing Data Modifications - Sealed Bidding (OCT 2010)**
- 52.214-29 Order of Precedence - Sealed Bidding (JAN 1986)**
- 52.215-8 Order of Precedence -- Uniform Contract Format (OCT 1997)**
- 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)**
- 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)**
- 52.219-14 Limitations on Subcontracting (NOV 2011)**
- 52.219-16 Liquidated Damages - Subcontracting Plan (JAN 1999)**
- 52.219-28 Post-Award Small Business Program Representation (APR 2009)**
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)**
- 52.222-3 Convict Labor (JUN 2003)**
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)**
- 52.222-6 Davis-Bacon Act (JUL 2005)**
- 52.222-7 Withholding of Funds (FEB 1988)**
- 52.222-8 Payrolls and Basic Records (JUN 2010)**
- 52.222-9 Apprentices and Trainees (JUL 2005)**
- 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)**
- 52.222-11 Subcontracts (Labor Standards) (JUL 2005)**
- 52.222-12 Contract Termination - Debarment (FEB 1988)**
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)**

- 52.222-14 Disputes Concerning Labor Standards (FEB 1988)**
- 52.222-15 Certification of Eligibility (FEB 1988)**
- 52.222-21 Prohibition of Segregated Facilities (FEB 1999)**
- 52.222-26 Equal Opportunity (MAR 2007)**
- 52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999)**
- 52.222-35 Equal Opportunity for Veterans (SEP 2010)**
- 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)**
- 52.222-37 Employment Reports on Veterans (SEP 2010)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 52.222-50 Combating Trafficking in Persons (FEB 2009)**
- 52.222-54 Employment Eligibility Verification (JAN 2009)**
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)**
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995)**
- 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)**
- 52.223-6 Drug-Free Workplace (MAY 2001)**
- 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)**
- 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)**
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)**
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2010)**
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)**

**52.227-1 Authorization and Consent (DEC 2007)**

**52.227-4 Patent Indemnity--Construction Contracts (DEC 2007)**

**52.228-1 Bid Guarantee (SEP 1996)** (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

**52.228-2 Additional Bond Security (OCT 1997)**

**52.228-5 Insurance - Work on a Government Installation (JAN 1997)**

**52.228-11 Pledges of Assets (SEP 2009)**

**52.228-12 Prospective Subcontractor Requests for Bonds. (OCT 1995)**

**52.228-14 Irrevocable Letter of Credit (DEC 1999)**

**52.228-15 Performance and Payment Bonds Construction (OCT 2010)**

**52.229-3 Federal, State, and Local Taxes (APR 2003)**

**52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002)**

**52.232-16 Progress Payments (AUG 2010) Alternate I (MAR 2000)**

**52.232-17 Interest (OCT 2010)**

**52.232-18 Availability of Funds (APR 1984)**

**52.232-23 Assignment of Claims (JAN 1986)**

**52.232-27 Prompt Payment for Construction Contracts (OCT 2008)**

**52.232-33 Payment by Electronic Funds Transfer -- Central Contractor Registration (OCT 2003)**

**52.233-1 Disputes (JUL 2002) Alternate I (DEC 1991)**

**52.233-3 Protest after Award (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)**

**52.236-1 Performance of Work by the Contractor (APR 1984)** Twenty (20) Percent

**52.236-2 Differing Site Conditions (APR 1984)**

**52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)**

- 52.236-5 Material and Workmanship (APR 1984)**
- 52.236-6 Superintendence by the Contractor (APR 1984)**
- 52.236-7 Permits and Responsibilities (NOV 1991)**
- 52.236-8 Other Contracts (APR 1984)**
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)**
- 52.236-10 Operations and Storage Areas (APR 1984)**
- 52.236-11 Use and Possession Prior to Completion (APR 1984)**
- 52.236-12 Cleaning Up (APR 1984)**
- 52.236-14 Availability and Use of Utility Services (APR 1984)**
- 52.236-15 Schedules for Construction Contracts (APR 1984)**
- 52.236-17 Layout of Work (APR 1984)**
- 52.236-21 Specifications and Drawings for Construction (FEB 1997) - Alternate 1 (APR 1984)**
- 52.236-26 Preconstruction Conference (FEB 1995)**
- 52.237-4 Payment by Government to Contractor (APR 1984)**
- 52.242-13 Bankruptcy (JUL 1995)**
- 52.242-14 Suspension of Work (APR 1984)**
- 52.243-4 Changes (JUN 2007)**
- 52.244-6 Subcontracts for Commercial Items (DEC 2010)**
- 52.245-1 Government Property (AUG 2010)**
- 52.245-9 Use and Charges (AUG 2010)**
- 52.246-21 Warranty of Construction (MAR 1994)**
- 52.248-3 Value Engineering - Construction (OCT 2010)**

**52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)  
Alternate I (SEP 1996)**

**52.249-3 Termination for Convenience of the Government (Dismantling, Demolition,  
or Removal of Improvements) (MAY 2004)**

**52.249-10 Default (Fixed-Price Construction) (APR 1984) Alternate I (APR 1984)**

**52.253-1 Computer Generated Forms. (JAN 1991)**

**1852.203-70 Display of Inspector General Hotline Posters (JUN 2001)**

**1852.209-72 Composition of the Contractor (DEC 1988)**

**1852.219-74 Use of Rural Area Small Businesses (SEP 1990)**

**1852.219-75 Small Business Subcontracting Reporting (MAY 1999)**

**1852.219-77 NASA Mentor-Protégé Program (MAY 2009)**

**1852.219-79 Mentor Requirements and Evaluation (MAY 2009)**

**1852.223-74 Drug-and Alcohol-Free Workforce (MAR 1996)**

**1852.228-75 Minimum Insurance Coverage (OCT 1988)**

**1852.232-79 Payment for On-Site Preparatory Costs (SEP 1987)**

**1852.237-70 Emergency Evacuation Procedures (DEC 1988)**

**1852.243-71 Shared Savings (MAR 1997)**

**I.2 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) Alternate I (MAY 2008)**

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

**CERTIFICATION**

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

\_\_\_\_\_  
*Signature of the Officer or Employee*

\_\_\_\_\_  
*Typed Name of the Officer or Employee*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Company, Firm, or Organization*

\_\_\_\_\_  
*Date*

(End of certification)

(c) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Contracting Officer.

(End of clause)

**I.3 52.225-9 Buy American Act Construction Materials (SEP 2010)**

(a) *Definitions.* As used in this clause--

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.



“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE.
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
  - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) * |
|-----------------------------------|-----------------|----------|-------------------|
| <i>Item 1</i>                     |                 |          |                   |
| Foreign construction material     |                 |          |                   |
| Domestic construction material    |                 |          |                   |
| <i>Item 2</i>                     |                 |          |                   |
| Foreign construction material     |                 |          |                   |
| Domestic construction material    |                 |          |                   |

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

#### **I.4 52.252-4 Alterations in Contract (APR 1984)**

Portions of this contract are altered as follows: NONE

(End of clause)

**I.5 52.252-6 Authorized Deviations in Clauses (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

**I.6 1852.204-76 Security Requirements for Unclassified Information Technology Resources (JANUARY 2011)**

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within

30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

## **I.7 1852.215-84 Ombudsman (OCT 2003)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, DE01/Robin N. Henderson, Building 4200, Room 918A, Telephone: 256-544-1919, Fax: 256-544-7920, E-mail: [Robin.n.henderson@nasa.gov](mailto:Robin.n.henderson@nasa.gov) is posted at [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html) Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail [james.a.balinskas@nasa.gov](mailto:james.a.balinskas@nasa.gov) Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

#### **I.8 1852.237-73 Release of Sensitive Information (JUN 2005)**

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other

than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this

contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

## **1.9 1852.219-76 NASA 8 Percent Goal (JUL 1997)**

(a) Definitions.

**"Historically Black Colleges or University,"** as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

**"Minority institutions,"** as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

**"Small disadvantaged business concern,"** as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business



controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

**“Women-owned small business concern,”** as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA’s procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

#### **1.10 MSFC 52.246-90 Warranted Items (FEB 2001)**

(a) All items delivered under this contract/purchase order shall be warranted by the manufacturer's standard warranty.

(b) A copy of the manufacturer's standard warranty shall be enclosed in the package or included with shipping documents, as appropriate, for each warranted item delivered under this contract/purchase order.

(c) Items warranted by the manufacturer’s standard warranty shall be marked or stamped “Warranted.” If space on the item is not available, the packing slip should state, as a minimum, the following:

1. Brief statement that a warranty exists.
2. Substance of the warranty.

- 3.Duration of the warranty.
- 4.Person to notify if the items are defective.

(End of clause)

**I.11 MSFC 52.252-90 Representations, Certifications, and Other Statements of Offerors or Quoters Incorporated by Reference (FEB 2001)**

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of clause)

**I.12 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

**Alternate I (JAN 2011.)** As prescribed in 9.104-7(c)(2), redesignate paragraph (a) of the basic clause as paragraph (a)(1) and add the following paragraph (a)(2): (2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(End of Clause)

### I.13 Personal Identity Verification Card Issuance Procedures

The following procedures implement the Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors (Reference FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel).

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

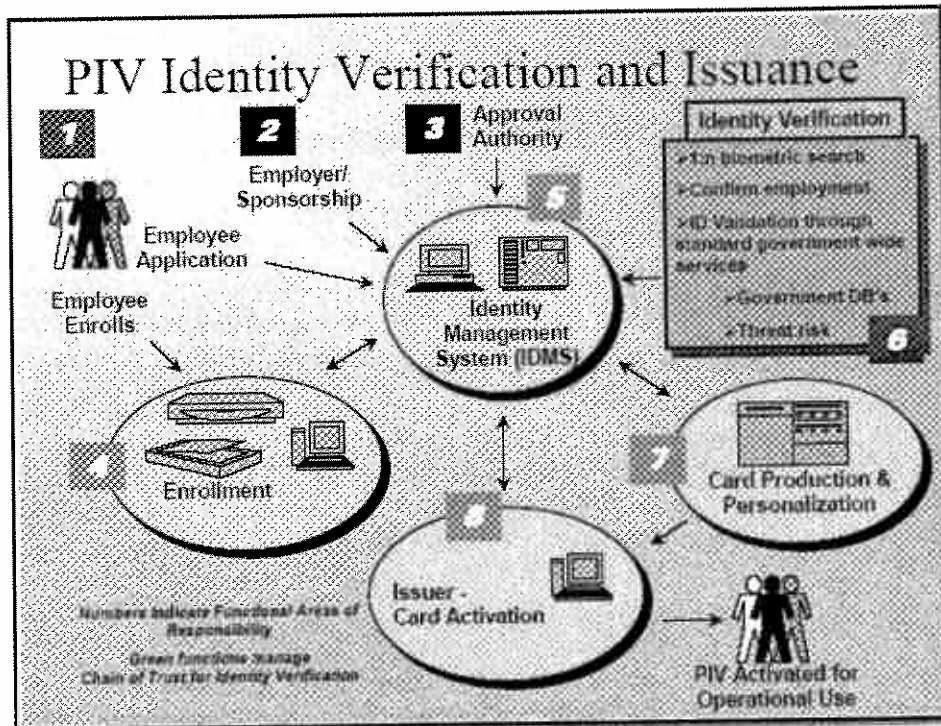


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

#### Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein.

In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane). Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

### **Step 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>1</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

### **Step 3:**

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<sup>1</sup> A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

**Step 4:**

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

**Step 5:**

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

**Step 6:**

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

**Step 7:**

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED  
AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months.

If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

Upon return of the completed NAC, the process will continue from Step 5.

(End of Clause)

**END OF SECTION**

## **SECTION J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS**

The following documents are attached hereto and made a part of this solicitation:

1. Specification and Drawings, FWR # 2554388, Dated May 20, 2011 (Compact Disks located in front of contract folder)
2. U.S. Department of Labor General Wage Determination issued Under the Davis-Bacon and Related Acts: General Wage Decision No. AL100056, dated March 12, 2010, AL56 Building Construction, Madison, County, Alabama. [ATTACHMENT J-1(pages 56-59)]

**ATTACHMENT J-1**

General Decision Number: AL100056 03/12/2010 AL56

Superseded General Decision Number: AL20080056

State: Alabama

Construction Type: Building

County: Madison County in Alabama.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 03/12/2010       |

CARP0109-001 01/01/2007

|   | Rates    | Fringes |
|---|----------|---------|
| CARPENTER, Including Drywall<br>Hanging and Form Work\) | \$ 18.69 | 6.06    |
| -----   |          |         |
| * ENGI0320-003 01/01/2010                               |          |         |

|  | Rates    | Fringes |
|--|----------|---------|
| Power equipment operators:   |          |         |
| Boom and Crane (Hydraulic<br>& Conventional Cranes-100<br>Ton and over)                | \$ 22.08 | 8.31    |
| Cherry Picker (Hydraulic<br>Crane Under 100 Ton),<br>Forklift, and Front End<br>Loader | \$ 21.08 | 8.31    |
| Oiler  | \$ 18.42 | 8.31    |
| -----  |          |         |
| IRON0477-001 05/01/2009  |          |         |

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER, STRUCTURAL  | \$ 22.00 | 10.03   |
| -----                   |          |         |
| SHEE0048-004 06/01/2009 |          |         |

|  | Rates    | Fringes |
|--|----------|---------|
| Sheet Metal Worker (including<br>HVAC Duct Work) | \$ 21.55 | 11.46   |
| -----  |          |         |
| SUAL2007-048 10/02/2007                          |          |         |



|   | Rates    | Fringes |
|---|----------|---------|
| BRICKLAYER.....   | \$ 17.00 | 0.00    |
| CEMENT MASON/CONCRETE FINISHER...   | \$ 16.50 | 0.00    |
| DRYWALL FINISHER/TAPER.....   | \$ 13.24 | 0.00    |
| ELECTRICIAN.....  | \$ 17.52 | 4.06    |
| HVAC MECHANIC (HVAC Pipe Only)...   | \$ 15.33 | 0.67    |
| IRONWORKER, REINFORCING.....  | \$ 10.87 | 0.00    |
| LABORER: Common/General,<br>Including Landscaping.....  | \$ 10.24 | 0.00    |
| LABORER: Pipelayer.....   | \$ 9.15  | 1.18    |
| OPERATOR: Backhoe.....  | \$ 11.50 | 3.24    |
| OPERATOR: Bulldozer.....  | \$ 12.94 | 2.47    |
| OPERATOR: Excavator.....  | \$ 16.00 | 0.00    |
| OPERATOR: Grader/Blade.....   | \$ 11.00 | 0.00    |
| PAINTER: Brush & Roller.....  | \$ 10.25 | 0.00    |
| PIPEFITTER, Excluding HVAC<br>Pipe.....   | \$ 15.06 | 2.19    |
| PLUMBER, Excluding HVAC Pipe.....   | \$ 13.87 | 0.00    |
| ROOFER, Including<br>Polyurethane Foam, Built Up,<br>Metal, Shake & Shingle, and<br>Single Ply Roofs..... | \$ 9.75  | 0.00    |
| TILE SETTER.....  | \$ 16.80 | 3.90    |
| TRUCK DRIVER.....   | \$ 10.42 | 0.00    |

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the  
classifications listed may be added after award only as  
provided in the labor  
standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).  
Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**END OF SECTION**

## **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

### **K.1 Solicitation Provision Incorporated by Reference**

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)**

**52.222-38 Compliance with Veterans' Employment Reporting Requirements (SEP 2010)**

**52.223-1 Biobased Product Certification (DEC 2007)**

**52.223-4 Recovered Material Certification (MAY 2008)**

**52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (NOV 2011)**

### **K.2 52.204-8 Annual Representations and Certifications (NOV 2011)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238910.

(2) The small business size standard is \$14,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
  - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision

applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade

Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

  X   (i) 52.219-22, Small Disadvantaged Business Status.

  X   (A) Basic.

       (B) Alternate I.

       (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

X (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|            |       |      |        |
|            |       |      |        |
|            |       |      |        |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)



**K.3 52.219-1 Small Business Program Representations (APR 2011) Alternate I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238910.

(2) The small business size standard is \$14,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**(b) Representations.**

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small*

business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

**Alternate I (APR 2011).** As prescribed in 19.308(a)(2), add the following paragraph (b)(9) to the basic provision:

(9) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(End of Provision)

#### **K.4 52.219-2 Equal Low Bids (OCT 1995)**

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

**K.5 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)**

The offeror represents that --

(a) It \* has, \* has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It \* has, \* has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

**END OF SECTION**

## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

### **L.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR): <http://www.acqnet.gov/far/>

NASA FAR Supplement: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc/htm>

Marshall Space Flight Center (MSFC): [http://ec.msfc.nasa.gov/msfc/msfc\\_uni.html](http://ec.msfc.nasa.gov/msfc/msfc_uni.html)

(End of provision)

### **52.214-3 Amendments to Invitations for Bids (DEC 1989)**

### **52.214-4 False Statements in Bids (APR 1984)**

### **52.214-5 Submission of Bids (MAR 1997)**

### **52.214-6 Explanation to Prospective Bidders (APR 1984)**

### **52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (NOV 1999)**

### **52.214-12 Preparation of Bids (APR 1984)**

### **52.214-18 Preparation of Bids Construction (APR 1984)**

### **52.214-19 Contract Award - Sealed Bidding - Construction (AUG 1996)**

### **52.214-34 Submission of Offers in the English Language (APR 1991)**

### **52.214-35 Submission of Offers in U.S. Currency (APR 1991)**

### **52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

Goals for Minority Participation for Each Trade 4 Percent

Goals for Female Participation for Each Trade 2 Percent

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Alabama, Madison County, Huntsville.

**52.232-13 Notice of Progress Payments (APR 1984)**

**52.232-14 Notice of Availability of Progress Payments Exclusively for Small Business Concerns. (APR 1984)**

**52.236-27 Site Visit (Construction). (FEB 1995)**

(b) Site visits may be arranged during normal duty hours by contacting:  
Name: Pam Davis; Address: AS22; George C. Marshall Space Flight Center, AL 35812;  
Telephone: 256-544-7861.

**1852.214-70 Caution to Offerors Furnishing Descriptive Literature (DEC 1988)**

**1852.236-71 Additive or Deductive Items (MAR 1989)**

**52.211-4 Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988)**

Activity: Construction Branch / AS22  
Address: George C. Marshall Space Flight Center /  
Marshall Space Flight Center, AL 35812  
Phone: 256-544-7861  
Point of Contact: Pam Davis  
Time: 8am-3pm (local time)

**L.2 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a Firm Fixed-Price contract resulting from this solicitation.

(End of provision)

**L.3 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JUL 2005)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.



(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of Provision)

**L.4 52.233-2 Service of Protest (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Bldg 4250, Room 36, Marshall Space Flight Center, Al 35812 Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.5 52.252-3 Alterations in Solicitation (APR 1984)**

Portions of this solicitation are altered as follows: NONE

(End of provision)

**L.6 52.252-5 Authorized Deviations in Provisions (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

**L.7 1852.223-73 Safety and Health Plan (NOV 2004) Alternate I (NOV 2004)**

(a) The apparent low bidder, upon request by the Contracting Officer, shall submit a detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall be submitted within the time specified by the Contracting Officer. Failure to submit an acceptable plan shall make the bidder ineligible for the award of a contract. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working

conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

#### **L.8 1852.228-73 Bid Bond (OCT 1988)**

(a) Each bidder shall submit with its bid a bid bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation clause 52.228-1, in the amount of twenty percent (20%) of the bid price, or \$3 million, whichever is the lower amount.

(b) Bid bonds shall be dated the same date as the bid or earlier.

(End of provision)

**L.9 1852.233-70 Protests to NASA (OCT 2002)**

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

**L.10 1852.236-74 Magnitude of Requirement (DEC 1988)**

The Government estimated price range of this project is between \$250,000 and \$500,000.

(End of provision)

**END OF SECTION**

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **M.1 1852.214-71 Grouping for Aggregate Award (MAR 1989)**

(a) The Government will evaluate offers and make award on a basis of the aggregate offers for items Base Bid, Additive Alternate 1 (See Bid Schedule on page 4 of this Solicitation).

The Government will not consider an offer for quantities less than those specified for these items.

(b) If this is an invitation for bids, the Government will reject as nonresponsive a bid that is not made on the total quantities for all of the items specified in paragraph (a) of this section.

(End of provision)

### **M.2 1852.214-72 Full Quantities (DEC 1988)**

The Government will not consider an offer for quantities of items less than those specified. If this is an invitation for bids, the Government will reject as nonresponsive a bid that is not made on full quantities.

(End of provision)

**END OF SECTION**